

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

VITALIANO, J.

ORENSTEIN, M.J.

BOYSIN RALPH LOBICK
CYNTHIA THERESA LOBICK

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

JUDGE HON. NANCY HERSHEY LORD
ATTORNEY NORMA ORTIZ

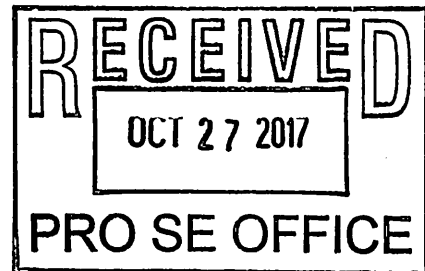
(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Complaint for a Civil Case

Case No. **CV 17-6307**

(to be filled in by the Clerk's Office)

Jury Trial: ☐ Yes ☒ No
(check one)



I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>BOYSIN LORICK - CYNTHIA LORICK</u>
Street Address	<u>38 UTICA RD</u>
City and County	<u>EDISON, MIDDLESEX</u>
State and Zip Code	<u>NJ 08820</u>
Telephone Number	<u>908 565 3011</u>
E-mail Address	<u>BOYSIN.LORICK@GMAIL.COM</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>HON. NANCY HERSHEY LORD</u>
Job or Title (if known)	<u>Judge</u>
Street Address	<u>US BANKRUPTCY COURT,</u>
City and County	<u>EASTERN DISTRICT OF NY</u>
State and Zip Code	<u>CONRAD B. DUBERSTEIN US COURTHOUSE</u>
Telephone Number	<u>SUITE 1595</u>
E-mail Address (if known)	<u>BROOKLYN, NY 11201-1800</u>

Defendant No. 2

Name	<u>NORMA ORTIZ</u>
Job or Title (if known)	<u>ATTORNEY</u>
Street Address	<u>32-72 STEINWAY ST</u>
City and County	<u>ASTORIA, NY 11103</u>

State and Zip Code _____
Telephone Number _____
E-mail Address _____
(if known)

Defendant No. 3

Name _____
Job or Title _____
(if known)
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____
E-mail Address _____
(if known)

Defendant No. 4

Name _____
Job or Title _____
(if known)
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____
E-mail Address _____
(if known)

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

1 MY FIRST AMENDMENT RIGHTS -
2 MY RIGHT TO ATTORNEY TO REPRESENT
US WHEN I HAVE A SUBSTITUTE ATTORNEY

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, *(name)* _____, is a citizen of _____
the State of *(name)* _____.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated
under the laws of the State of *(name)* _____,
and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* _____, is a citizen of
the State of *(name)* _____. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) _____, is
incorporated under the laws of the State of (name)
_____, and has its principal place of
business in the State of (name) _____. Or is
incorporated under the laws of (foreign nation)
_____, and has its principal place of
business in (name) _____.

*(If more than one defendant is named in the complaint, attach an
additional page providing the same information for each additional
defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant
owes or the amount at stake—is more than \$75,000, not counting interest
and costs of court, because (explain):

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as
briefly as possible the facts showing that each plaintiff is entitled to the damages or other
relief sought. State how each defendant was involved and what each defendant did that
caused the plaintiff harm or violated the plaintiff's rights, including the dates and places
of that involvement or conduct. If more than one claim is asserted, number each claim
and write a short and plain statement of each claim in a separate paragraph. Attach
additional pages if needed.

OUR BUILDING IS GOING TO BE SOLD
AND CLEALY HAVE WRONG DOING AND
HAVE NO REPRESENTATION.
MY BUILDING CAN BE SOLD IN 6 DAYS
MY SUBSTITUTE ATTORNEY WAS GIVE 14 DAYS
BEFORE HE CAN REPRESENT US.
WE NEED A STAY IN THE DECISION
TO SELL.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

TO PUT A STAY ON MY CASE
SO I CAN PAY MY DEBT AND
DON'T LOOSE IT.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 10-27, 2017

Signature of Plaintiff

Printed Name of Plaintiff

Boysin Lorick - Cynthia Lorick
Cynthia Lorick BOYSIN LORICK

16-45645

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BOYSIN RALPH LORICK 38 UTICA RD
EDISON, NJ
CYNTHIA TEHESA LORICK 08820

WRIT OF HABEAS CORPUS

For writ direction regarding

UNITED STATES BANKRUPTCY COURT JUDGE HON NANCY LORD
US Bankruptcy Court,
Eastern District of N.Y.
Conrad B. Duberstein US
Court House,
271-5 Cadman Plaza East
Suite 1595
Brooklyn, NY 11201-1800
32-72 Steinway St
#402 Astoria - NY 11103
NORMA ORTIZ

MY PRAYER FOR WRIT DIRECTION JUSTICE

My name is Boysin Ralph Lorick. I am retired. My wife is Cynthia Theresa Lorick. She is 75 year old. She sick.

We have a building in Brooklyn. The address 3126 Coney Island Brooklyn 11235 in New York.

I bought the building in 1985. I was living on the income from the building. I was making mortgage payment. I was regular in payment. 2005 I refinanced the property. I need money to improve the building. The loan was 7 years. Plus a 5 year option. See the quote from the broker. Paper 1. See my mortgage also. Paper 2. Mortgage become due in September 2012. 60 days before I asked for 5 years option. I had 25000 in escrow account. I asked the bank to apply this as 1% needed to renew the 5 year option. Everything was ok until the Water Storm came in . They are management company. Late September they said they will deny all the documents. They demanded full payment. Meantime I continued to pay the mortgage continually. They kept taking the money. In 2013 they told me that they will not use that money for mortgage payment they will just put that money in the escrow and started foreclosure. I hired a lawyer. Meantime I kept making payment until 2013. I went and applied for mortgage with my attorney and the banks attorney to obtain the mortgage. When I get the mortgage, they said I will have to pay the attorney fees and the interest. They fees and interest came very huge. The bank took a foreclosure judgment. The bank lawyer called me to their office mid town Manhattan. They had told me that they will make an offer. When I got to their office.

They said that I make an offer. I made an offer they refused. They fixed a date for auction in 2016. When I received the notice it was too late.

I met a lawyer Frank Wharton. He put me and my wife in bankruptcy 13. Which was denied by the court. I was told I was not eligible. Because my debts was more than 1 million. My case was dismissed. I again saw foreclosure. Second auction date was fixed. Me and my friend went to bankruptcy lawyer. Her name is Norma Ortiz. She said that she will stop the auction by filing 11 chapter bankruptcy. She filed in December 2016. My case index number is 16-45645-nhl. January we had hearing. I asked my attorney if I could refinancing to pay the bank. She said that I cannot do it there is a process to be completed. But Then sometimes in June Norma said that we had to get the financing. My friend Mohammed Choudhary helped me get a commitment from Dime Saving Bank. We had bank commitment. We gave to it Norma. Bank commitment was only for 2.2 million. Then we had another commitment for the rest of it. Total we had 4.8 million in commitment. We went to the bankruptcy court. The judge instructed we had three steps. First was a refinancing second selling third was auction. We were waiting for instruction for attorney Norma. She did not say anything. In August 2017 a tenant came to me saying building would be auction. I was shocked. I texted her. I said where did this auction come from. She said are you kidding me without a clear explanation. I called her back. She said I had until Monday 21 August to pay the bank otherwise the auction is on the 22nd. WE were shocked. She did not do anything about refinancing. We had refinancing commitment. She jumped to sale. She hurried it. I found afterward. There was no broker in the sale. There was no campaign to sell. There were 2 advertisements. One in loopnet online company. The other one in some paper. WE don't know what paper.

August 22 2017 there was sale in the bankruptcy courtroom. There was no auctioneer. The judge had told Norma Ortiz to be sold in big hotel gathering to bring in my bidders. She did not do that. There was 4 bidders in the court. We were confused. Devasted My friend Mohammed Choudhry came to bid. He was the highest bidder 7.4 million. Second was 7.350 million. Wells Fargo lawyer opposed Mohammed Choudhry. He had the money.

Norma Ortiz was not honest with me. She wanted to sell my property to make her fees. She wanted to quick money. She also had brought her own buyer one man called Ary Schwartz. She wanted him to buy the property. She kept telling us to sell the property. He is ready to buy. I kept saying I want to keep the property. It is my only source of living. She threw me under the bus. She did not get a auctioneer. She auctioned it herself. She did not do in a hotel or other busy places. She sold my property in courtroom.

I wanted to stop the sale. My interest was not taken care of. I felt cheated by her and the system. Worst was yet to come. Norma Ortiz manipulated everything. We did not know what where it would go. I met a new lawyer Karamvir Dahiya. I showed and talked to him. I told him what was happening. He asked me why I was selling. I said I am not selling but they are selling. He asked me about my lawyer. I told him that my lawyer was not working for me. She was working for the bank and make her money. I put the sale price the history of building. He asked

me if I brought a lawsuit against the bank in the bankruptcy court for breach of contract. The bank did not leave me to exercise my option of 5 years. I did not know the answer. Karamvir dahiya looked in the court papers. He said Norma Ortiz has not sued nor kept any claims against Bank. He asked me if Norma Ortiz filed any objection to the Proof of Claims of the bank. I did not know. He looked at it. He did not find any objection to their proof claim. I asked Dahiya what will happen to me if the property is sold. I was horrified when he told me that I will be buried under capital gain. Norma Ortiz never paid attention to me. I asked lawyer Kramvir Dahiya to calculate for me if the property is sold now.

He did the calculation. PAPER 3 his calculation. I am attaching Karamvr Dahiya provided paper. So end of the day. Bank will have money without my claim against them decided. I have a breach of contract claim. Norma Ortize will get her fees. What will happen to me. The property sold for 7.350million. I will have to pay approximately 5.1 million to the bank. They are claiming I have to pay them 5.1. So from the left 7.350 is 2.250 million. But where will I pay 2.650 million capital gain Where swill lawyer fees get paid. I am destroyed. I was not guided. I did not want to sell my builing. Where will I get all this money to pay. I wanted to keep the building. I have now commitment now. I pleaded to Karamvir Dahiya to help me go to court without fees. Dahiya went to court yesterday 26 October 2017. In the courtroom Judge Nancy Lord did not allow him to speak. She kept saying Sit Down. She asked Norma Ortiz to speak. I had not retained her anymore. I told her to stop working on my case. She did not talk about me. She talked about closing. I tried to speak I was not allowed. I had fired Norma Ortiz. My first amendment right was violated. It is my property. It is my case. Why was I not allowed to speak.

I am destroyed. Where will I get the money to close. I did not want to sell. It is not foreclosure. It is my voluntary bankruptcy

My property is taken away. I am not getting justice. I am not heard. My lawyer is not heard. The lawyer fired by me is only one heard.

I have the money arranged for pay for all liability. I have ready money to pay. I do not want very bad capital gain exposure.

My fifth amendment rights are taken away. There is no due process. My lawyer Karamvir Dahiya is not allowed to talk. I can get any lawyer. Norma Ortiz is not my lawyer.

I PRAY TO COURT FOR WRIT JUSTICE GUIDANCE DIRECTION

PLEASE GIVE FOLLOWING DIRECTION

- 1 STAY THE CLOSING TRANSFER OF MY PROPERTY IN THE BANKRUPTCY
- 2 GIVE ME DUE PROCESS
3. ALLOW ME TO PAY TO THE BANK CREDITOR.

4. DON'T SELL MY PROPERTY. I HAVE NO CAPITAL GAINS MONEY TO PAY. BUT I CAN PAY THE DEBT WITH NEW LOAN COMMITMENT. I HAVE COMMITMENT. BANK SHOULD NOT BE ALLOWED TO FORCE SALE OF PROPERTY IF I HAVE THE MONEY TO PAY. IF PROPERTY IS SOLD. I CANNOT COME UP WITH 2.6 MILLION IN CAPITAL GAINS. IRS WILL ATTACH MY HOME EVERYTHING. I WILL BE HOMELESS IN MY OLD AGE

5 LET ME HAVE LAWYER OF MY CHOICE. KARAMVIR DAHIYA IS MY LAWYER. NORMA ORTIZ IS NOT MY LAWYER.

6. I WANT STAY OF ALL PROCEEDING BEFORE BANKRUPTCY COURT. I WILL POST A BOND THROUGH MY FRIEND IF THE COURT WANTS.

PLEASE HEAR MY CONCERNS. I NEED JUSTICE.


BOYSIN RALPH LORICK


CYNTHIA TEHESA LORICK


MERIDIAN
 CAPITAL GROUP, LLC

Jacob Dahan
 Tel: (212) 612-0100
 Fax: (212) 612-0100
 Email: jacob.dahan@meridiancapital.com

March 04, 2005

VIA FACSIMILE – (732)-906-2350
 Mar Boysin Lorick

10140 111 Street
 Jamaica, New York 11419

Re: 3126 Coney Island Avenue
 Brooklyn, New York 11235

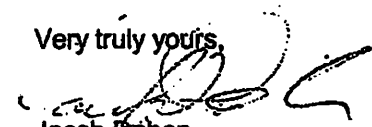
Dear Mr. Lorick:

Based on the information you have supplied us with, our lenders have agreed to extend a preliminary loan quote for a first lien mortgage on the above captioned property based on the following terms and conditions:

LOAN AMOUNT	\$2,250,000 (Max 80% LTV)
RATE	5.5%
TERM	7 years with a 5 year option
AMORTIZATION	30 years
MONTHLY PAYMENT	\$12,775
PREPAYMENT PENALTY	5,5,4,4,3,2,1%
ESTIMATED FEES	
BANK FEE	Waived
APPRAISAL FEE	\$3,000
ENVIRONMENTAL/ENGINEERING	\$1,500
BANK LEGAL FEE	\$5,000
BROKER FEE (1%)	\$22,500

Kindly review and advise. If you have any questions regarding this matter, please feel free to contact me.

Very truly yours,


 Jacob Dahan

File #11838

Aug-04-2009 10:52am From-



9) With regard to prepayment penalty - no prepayment penalty shall be due in the event of involuntary prepayment as a result of the bank's receipt of condemnation award or casualty proceeds.
OK - Standard Bank Doc's to apply.

10) Borrower shall have the right to obtain a second mortgage from lender provided that the first mortgage is not then in default and further provided that the aggregate principal balance of the 1st and 2nd mortgages does not exceed 80% of the appraised value of the premises as determined by an appraisal conducted at that time by the bank.
Standard Bank Doc's to apply.

Kindly indicate your acceptance of the above by signing below and returning this letter to me.

Very truly yours,

[Signature]
 Chair Tessler
 Loan Officer

AGREED AND ACCEPTED:

(All other terms of the commitment shall remain unchanged)

[Signature] 8/2/09
 Gary M. Honstedt, Executive Vice President
 Independence Community Bank

PF2 / GT / BSA/Ct
 Encls.
 File #11838

A. Complete refusal to 5 yr option without reason

45. Any advances made by the mortgagee under any of the terms, covenants, or conditions of this agreement shall be deemed secured hereby, shall bear interest at the default rate set forth in paragraph 33 and shall be allowed and collectible in any action to foreclose.

46. The mortgagor covenants and agrees that it will make all of the below listed repairs to the secured premises, all to the satisfaction of the mortgagee, on or before March 13, 2006 :

1. Replace roof;
2. Remove graffiti from needed areas; and
3. Repair framing area around needed apartment doors.

All such work shall be subject to inspection and approval by the mortgagee and shall be completed on or prior to March 13, 2006. Mortgagor hereby agrees to pay to mortgagee a fee of \$300.00 for each such inspection.

47. Mortgagor hereby agrees to complete all work necessary to cure all Building and Housing violations as set forth in the Report of Ridge Abstract Corp. (Title no. L601148KZ) dated August 1, 2005, and to deliver to the mortgagee on or before March 13, 2006 evidence of such completion which evidence must be satisfactory to the mortgagee in all respects.

48. Provided mortgagor, during the term hereof, shall have (a) made all payments required hereunder within applicable grace periods, if any, and (b) not otherwise defaulted under any provision hereof, which default(s) shall not have been cured within applicable grace and cure periods, if any, then mortgagor is hereby given an option to extend the maturity date hereof for a period of five years, provided further that as conditions precedent to the exercise of such option mortgagor first (a) gives mortgagee written notice of mortgagor's election to exercise such option at least sixty days prior to the original maturity date, and (b) at the time such notice is given, mortgagor simultaneously pays to mortgagee a sum equal to one (1%) percent of the then unpaid principal balance of the loan as a non-refundable extension fee. Upon the giving of such notice and the payment of such fee the loan shall be automatically extended for a five year period and the interest rate to be paid by the mortgagor on the unpaid principal balance during such extension period will be the greater of a) a rate which is Two (2.00%) Percent per annum in excess of the Five Year Fixed Advance Rate of the Federal Home Loan Bank of New York as announced or made available on or most recently prior to a date which is sixty days prior to the commencement of such extension, or b) Five and One Quarter (5.25%) Percent per annum. During such extended term the constant monthly payments set forth hereinabove shall be adjusted to reflect the change in the interest rate and shall include a One (1.00%) Percent per annum amortization factor. All such payments shall be made in monthly installments and be applied first to interest at the rate specified above and the balance in reduction of principal. In the event the Five Year Fixed Advance Rate of the Federal Home Loan Bank of New York ceases to be made available by the Federal Home Loan Bank, the mortgagee shall compute the interest rate by application of a comparable index.

DAHIYA LAW OFFICES LLC

Attorneys

75 Maiden Lane Suite 506
New York, New York 10038
Tel: 212-766 8000 Fax: 212 766 8001
karam@legalpundit.com

BOYSIN RALPH LORICK,
CYNTHIA THERESA LORICK,

**SALE OF REAL PROEPRTY BASED ON THE ORIGINAL BASIS FROM HIS 2015 INCOME TAX RETURNS
AND USING 2015 TAXABLE INCOME NUMBERS. T**

The estimated IRS calculation is based on most of the income subject to the increased tax rate of 20% and also inclusive of the additional investment taxes of 3.9% NYS is based on a non-resident rate of approximately 8.8 effective tax rate.

SALE PRICE: 7,350.000

BASIS LAND: 225,000

Improvements: 274,310

Building: 590,250

Total Basis: 1,089,560

Less:

Depreciation (715,655)

Adjusted Basis: 373,905

**Total Capital Gain 7,350,000 minus 373,905
6,976,095**

Approximate Net Tax Effect:

IRS 1,700,000

NYS 615,00

**Total Income Tax Liability: 2,315,000 Minimum and actually
it could be 2,650916.01 if calculated at 38%.**

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE:

Boysin Ralph Lorick,
Cynthia Theresa Lorick,

-----X Case No. 16-45645-nhl

Chapter 11

Debtors.

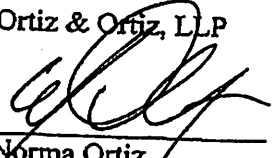
-----X

NOTICE OF STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY STIPULATED that, going forward, the law firm of Dahiya Law Offices, LLC will be substituting for, and replacing, Ortiz & Ortiz, LLP as counsel of record for the debtors, Boysin Ralph Lorick and Cynthia Theresa Lorick, in this Chapter 11 proceeding and that Ortiz & Ortiz, LLP shall no longer represent nor have any responsibility to represent the debtors in this matter.


Respectfully Submitted,

Ortiz & Ortiz, LLP


Norma Ortiz
62-72 Steinway Street
Suite 402
Astoria, NY 11103
Tel: 718 522 1117
Fax: 718 596 1302

Email: [REDACTED]

Dahiya Law Offices, LLC


Karanvir Dahiya
75 Maiden Lane Suite 506
New York NY 10038
Tel: 212 766 8000
Fax: 212 766 8001
Email:


Boysin Ralph Lorick


Cynthia Theresa Lorick